

VEHICLE LOCATION/MONITORING SYSTEM AGREEMENT

Date: 07/14/2012

Vehicle: 3N1CB51D45L558859

ATTENTION: THE VEHICLE YOU ARE PURCHASING FROM THE KEY, INC. IS EQUIPPED WITH AN ACTIVE ELECTRONIC LOCATING/MONITORING/TRANSMITTER DEVICE AND RELATED EQUIPMENT ("VLM System") THAT WILL CONTINUOUSLY ALLOW THE VEHICLE LIEN HOLDER (I.E., ON A "24/7" FULL TIME BASIS) TO: (1) DETERMINE THE PRECISE LOCATION OF THE VEHICLE (IN SUBSTANTIALLY REAL TIME); (2) ELECTRONICALLY MONITOR THE VEHICLE; (3) ACTIVATE A "KILL SWITCH" THAT WILL DISABLE THE VEHICLE'S STARTER; (4) OBTAIN INFORMATION ABOUT WHEN/WHERE/HOW THE VEHICLE IS BEING USED; (5) CAUSE THE VLM System TO GENERATE AN AUDIBLE "BUZZ" SOUND OR TONE; AND (6) OBTAIN INFORMATION THAT MAY ENABLE THE VEHICLE LIEN HOLDER TO DETERMINE IF AN EVENT OF DEFAULT HAS OCCURRED, AND REPOSSESS THE VEHICLE IN THE EVENT OF A DEFAULT. THE INSTALLATION AND OPERATION OF THIS VLM SYSTEM IS REQUIRED AS A CONDITION OF YOUR FINANCING. BY SIGNING BELOW, YOU ARE CONSENTING TO THESE USES OF THE VLM SYSTEM, AND ALSO THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DK The Key, Inc. and I are parties to a Motor Vehicle Retail installment Sale Contract (which contains a security agreement) ("Finance Contract"). Under the Finance Contract, I have granted to The Key, Inc. a security interest (i.e., a lien) in the above referenced vehicle ("Vehicle") to secure my payment and performance of the Finance Contract. I further grant to The Key, Inc. (and its assignee(s)), the rights and remedies under this agreement, all of which shall further secure my payment and performance of the Finance Contract.

2. DK When the sale is completed, The Key, Inc. will hold the lien on my Vehicle. However, The Key, Inc. expects to assign my Finance Contract, and its security interest in the Vehicle, to its affiliate, The Key Finance, Inc. ("KFI"). Whether it is stated in any assignment document or not, an assignment of my Finance Contract to KFI shall include an assignment of The Key, Inc.'s security interest in the Vehicle and the rights of The Key, Inc. under this agreement. Thus, while The Key, Inc. will initially hold the lien on my Vehicle, KFI may become the lien holder. (KFI may further assign my Finance Contract and its lien on the Vehicle to another entity). Hereinafter, the term "Lien Holder" means that entity who is holding the lien on my Vehicle (i.e., whether The Key, Inc., KFI, or some other entity). No assignment by a Lien Holder shall in any way impair my obligations under this agreement, my Finance Contract, any related agreement, or the lien on the Vehicle. Furthermore, an assignment by a Lien Holder shall not impair the rights, privileges, indemnities, and protections held by a prior Lien Holder.

3. DK I understand and agree that Lien Holder has the right, at any and all times (and regardless of whether or not I am in default) to use the VLM System to protect its interest in the Vehicle, and for any other purpose not prohibited by applicable law. These uses may include using the VLM System to determine and/or otherwise monitor the location and use of the Vehicle. I understand and agree that one of the permissible uses of the VLM System is to activate a "kill switch" to disable the Vehicle's starter in the event of default. I further understand and agree that the Lien Holder may use information provided by the VLM System (in addition to any other information available to Lien Holder) to determine if I am in default. The failure to pay my installment payments on time or maintain required full coverage insurance are events of default. However, there are other events of default, and my Finance Contract states what they are. In the event of default, Lien Holder may use the VLM System to disable the Vehicle's starter and the **VEHICLE WILL BE UNABLE TO START**. Lien Holder is not required to re-enable the Vehicle's starter unless and until I cure all defaults under the Finance Contract, and the cure required by Lien Holder could be (as Lien Holder may elect) payment in full of the Finance Contract (not just any past due payments). Additionally, if I am in default of the Finance Contract, Lien Holder may exercise its **RIGHT TO REPOSSESS** the Vehicle and/or exercise other rights and remedies allowed by law and/or the Finance Contract. Lien Holder may at all times (regardless of default status) use any and all information available from the VLM System to protect its interest, and/or for any other purpose not prohibited by law. These permitted uses include using information obtained from the VLM System prior to an event of default being known or determined.

4. DK I have been provided with certain user instructions for the VLM System. I understand and acknowledge that in the event of default Lien Holder can activate the "kill switch" to disable the Vehicle's starter (and/or exercise of other remedies) without prior notice to me. I further agree and acknowledge the possibility of me learning that my Vehicle was disabled at a time when it is impossible or impractical for me to call Lien Holder to discuss my account, or at a time when Lien Holder is closed. Accordingly, I understand the importance of making sure my payments are received by (not just sent to) Lien Holder by the due date and that I am in compliance with all other requirements of my Finance Contract, to include maintaining required full coverage insurance. I understand and agree that if my Vehicle has been disabled, in the event of an emergency, I may contact Lien Holder during normal business hours, and at Lien Holder's sole discretion, the Vehicle's starter may be re-enabled for a 24 hour period. Lien Holder's granting of emergency access shall not be deemed to be a waiver of its rights under the Finance Contract or this agreement. I hereby release, discharge, and indemnify Lien Holder (and all of its officers, owners, agents, employees, and assigns) for any damages (including all incidental and consequential damages) that I or others incur as a result of the Vehicle being disabled, or otherwise impaired or affected by the VLM System.

VEHICLE LOCATION/MONITORING SYSTEM AGREEMENT

(Continued)

5. DK _____

I understand and agree that with a VLM System being installed in, and/or operational on, a motor vehicle, there is a risk that the Vehicle's starter could malfunction and/or become disabled by accident or mistake, or as a result of the VLM System being tampered with (including removal, disconnection, and/or bypass, or attempts to do one of the foregoing). I assume each of these risks and do hereby agree to indemnify and hold harmless The Key, Inc., KFI, any Lien Holder, and the system manufacturer, and each of them (and all of their owners, officers, employees, agents, attorneys, and assigns)(collectively "Indemnified Parties") from any and all claims, demands, and/or causes of action (of every type and description) (collectively "Claims"), actual or alleged, that arise from or relate to, the installation, use (or attempted use) and/or operation of the VLM System, and/or any person's inability to operate the Vehicle. Such indemnified Claims include, but are not limited to, Claims for lost wages/compensation, personal/bodily injury, property damage, and/or other incidental or consequential damages (whether foreseen or unforeseen), including the costs and expenses of defending such claims. I further release the Indemnified Parties from any and all such Claims.

6. DK _____

I understand and agree that in the event the VLM System requires routine maintenance or repair, I will make the Vehicle available for this action during Lien Holder's normal business hours, and within seven (7) days of the my becoming aware that action is necessary. Unless Lien Holder tells me to, I will not allow anyone other than Lien Holder to repair, replace, or perform maintenance on the VLM System. I agree to comply with all reasonable Lien Holder instructions about the maintenance, repair, and/or replacement of the VLM System. If the VLM System generates a "buzz" prompt or tone, I will contact the Lien Holder for further instructions and/or information. (Provided however, there is no requirement for Lien Holder to give me an advance buzz/tone prompt or any other pre-disablement warning). Except for damages to the VLM System caused by my breach of this agreement, all expenses to repair, maintain, or replace the system shall be borne solely by Lien Holder.

7. DK _____

I understand and agree that the VLM System installed on the Vehicle is the property of KFI. Upon full payment/performance of my finance contract, the system will be removed by the Lien Holder, upon my request, at a mutually convenient time. (This time shall not be less than one week after I request removal, following my full payoff).

8. DK _____

I understand and agree that the damaging, tampering with, disconnection of, or removal of, the KLM System is prohibited, including any attempt to do any of these things. This is true whether it is done by me or some other person. I agree to reimburse Lien Holder for any and all damages to the VLM System that results from a breach of this agreement or my Finance Contract.

9. DK _____

Any breach of this agreement is a material breach and event of default under my Finance Contract, and vice versa. (I agree and acknowledge that my Finance Contract also provides for other events of default).

10. DK _____

I waive any right of privacy that I or any of my minor dependents have in connection with the use (including the parking) of the Vehicle (and regardless of whether the use is on public or private property or public or private roadways), the operation of the VLM System, and/or the use of all information provided by the VLM System (including all derivative information) to Lien Holder and those acting on its behalf.

11. DK _____

At all times, the Lien Holder (whoever it may be) shall have all rights, privileges, indemnities, and protections I have given under this agreement. Additionally I consent and agree that any secured creditor of Lien Holder with a lien upon, or rights in, my Finance Contract, may exercise Lien Holder's rights under this agreement, and in addition, take any action that Lien Holder might lawfully take under this agreement. I understand and agree that this agreement is voluntary. By signing below, I have freely and voluntarily chosen to enter into this agreement, assume all its risks, and consent to the installation and use of the VLM System on the Vehicle until my Finance Contract is fully paid and performed, and the VLM System removed as provided herein.

YOU ARE FREE TO PURCHASE A VEHICLE FROM ANOTHER SOURCE THAT DOES NOT REQUIRE A VLM SYSTEM. IF YOU DO NOT WANT TO SIGN THIS AGREEMENT, TELL THE KEY, INC. NOW THAT YOU DO NOT WANT TO BUY THE VEHICLE ON CREDIT, AND RETURN TO THE KEY, INC. ALL PROPERTY IT HAS PROVIDED TO YOU IN CONNECTION WITH THE TRANSACTION.

Purchaser (1)

Purchaser (2)

The Key, Inc.

BY: _____